

The City of St. Louis

INFORMATION TECHNOLOGY SERVICES AGENCY

ROOM 214-CITY HALL
ST. LOUIS, MO 63103



FRANCIS G. SLAY
MAYOR

November 9, 2011

Prospective Proposers:

Attached is the Request For Proposals with Qualifications (RFP) for Hosted Email, Communications and Collaboration Services at the City of St. Louis.

Your full and complete **proposal must be submitted by 2:00 p.m. local time, December 9, 2011**. Seven (7) copies of each proposal (an original and six (6) copies) must be submitted.

The City of St. Louis, "City," reserves the right to reject any and all proposals, to advertise for new proposals, to cancel this RFP, and/or proceed to have the services performed otherwise. The submission of a proposal by a Proposer **shall not** in any way commit the City of St. Louis to enter into an Agreement with that Proposer or any other Proposer.

It is the policy of the City of St. Louis to provide disadvantaged, minority, and women owned businesses the maximum opportunity to participate in contracting opportunities with the City of St. Louis.

All inquiries regarding this RFP are to be made in writing to the undersigned at wahbyr@stlouiscity.com.

Sincerely,

Robbyn Wahby
Acting Appointing Authority
ITSA

Enclosure

THE CITY OF ST. LOUIS INFORMATION TECHNOLOGY SERVICES AGENCY
REQUEST FOR PROPOSALS WITH QUALIFICATIONS FOR
“HOSTED EMAIL, COMMUNICATIONS AND COLLABORATION SERVICES AT
THE CITY OF ST. LOUIS”

1.0 INTRODUCTION/

The City of St. Louis is seeking proposals from responsive and qualified firms to provide a full migration to hosted email, communications and collaboration services. Each individual that has a GroupWise mailbox will be migrated to the hosted solution. All emails will be archived in a transparent and easily accessible fashion. The City plans to retain the domain name “stlouiscity.com” and individual STMP addresses will remain unchanged.

2.0 DEFINITIONS

“Agreement”	The contract awarded under this RFP for Hosted Email, Communications and Collaboration Services between the City and a Consultant.
“City”	This shall mean the City of St. Louis.
“Collaboration”	The ability for internal and external individuals to work on shared documents.
“Communication”	Communication is the activity of conveying meaningful information. Communication requires a sender, a message, and an intended recipient
“Consultant”	The successful Proposer under this RFP
“day(s)”	This shall mean consecutive calendar days unless otherwise expressly stated.
“Email”	A system for sending and receiving messages electronically over a computer network, as between personal devices (computers, tablets, smartphones, etc.)

“Hosted”	To host an email on a computer containing data or programs that another computer can access by means of a network.
“ITSA”	Information Technology Services Agency
“Manager”	This shall mean the Appointing Authority or her authorized or designated representative
“Proposal”	This shall mean a response with qualifications to this RFP by a Proposer.
“Proposer(s)”	This shall mean a firm or company responding to this RFP.
“RFP”	This shall mean this Request For Proposals with Qualifications.

3.0 OBJECTIVE

The City of St. Louis is seeking a qualified firm to provide certain services and qualified staff to perform a full migration to hosted email, communications and collaboration services. Each individual that has a GroupWise mailbox will be migrated to the hosted solution. All emails will be archived in a transparent and easily accessible fashion. The City plans to retain the domain name “stlouiscity.com” and individual STMP addresses will remain unchanged. This RFP is expected to result in the selection of a responsive and qualified Proposer to assist the City in this undertaking.

4.0 SCOPE OF WORK

The Consultant shall furnish all labor, materials, equipment, supplies, and supervision necessary to perform all work required to provide the following services in a timely manner as directed and ordered in writing by the Manager subject to and in accordance with the terms, covenants, conditions, and provisions (“Provisions”) of the Agreement.

- A. The City is looking for a full migration. Each person that currently has a GroupWise mailbox will be migrated to the hosted solution. All emails will be archived in a transparent and easily accessible fashion. The City plans to retain the domain name “stlouiscity.com”, and individual SMTP addresses will remain unchanged.
- B. The term “migration” is defined as a move from our premises to a hosted environment.
- C. The hosted solution must support the import of emails from pst files.
- D. The vendor will be responsible for backups and restores of emails on demand, and be willing to prove to the City that a comprehensive and redundant backup system exists.

- E. The vendor must archive all incoming, outgoing and internal emails. In addition, the hosted solution should support:
 - a. Defining email archiving rules
 - b. Attachment de-duplication
 - c. Archive compression & encryption
 - d. In built recovery queue
 - e. Live and scheduled archive backups and restores.
- F. The hosted solution must provide the capability for “read” and “delivery” receipts.
- G. The hosted solution must provide the option to group emails by conversations.
- H. The hosted solution must provide a minimum of **10GB** of storage capacity for each mailbox. Archived emails should not be included in this total.
- I. The following features must be supported:
 - a. Auto Reply, Forwards/Alias, Filters.
 - b. Personal and Shared Calendar.
 - c. Personal and Shared Contacts.
 - d. Corporate Address Book.
 - e. Personal and Shared Task Manager.
 - f. Group Scheduling and Real Time Availability
 - g. Support for scheduling conference rooms (resources).
 - h. Distribution Lists.
 - i. Web Interface for reading emails (including archived emails).
 - j. Web-based Address book with Global and Shared Contact Support.
 - k. Web-based Calendar.
 - l. Support for sharing Calendar events, tasks and contacts.
 - m. Calendar free-busy support for availability and delegation.
 - n. Drag and drop support for emails and contacts.
 - o. Multilingual support.
 - p. Rich HTML email editor and attachments.
 - q. 30 Day retention of Deleted Mail.
 - r. Recall emails and receive notification of success and failure (at least for internal emails)
 - s. Windows Single-sign-on, LDAP, Active directory and basic authentication.
- J. The hosted solution must provide the option to deliver emails to Blackberry and other smartphone devices. The vendor must manage this process.
- K. The City is searching for a solution that is easy to maintain by its IT administrators and has an intuitive interface for doing so. This would include, but is not limited to, the creation, modification and deletion of mailboxes, audit logs with search capabilities, email status alerts, real-time status info, real-time status charts.
- L. The ability to whitelist or blacklist by domain names, partial names using wildcards, and individual addresses is required.
- M. The ability to manage emails for Compliance, Legal hold & E-Discovery is required. In addition, the following features are needed:
 - a. Easy to use search interface.
 - b. Export search using query language.
 - c. Save and restore search queries.
 - d. Search inside Office-type documents (i.e. Word, Excel, PowerPoint).

- e. Search inside zipped files and PDF's.
 - f. Bulk export, print, view, delete and restore.
 - g. Single Item Restore.
 - h. Multi-Mailbox Search (including entire organization, department, users).
 - i. Reporting.
 - j. Role-Based Access control.
 - k. Customized Retention Policies.
 - l. Index and display envelopes to distinguish between archived, current, and hold items.
- N. The hosted solution should include a word processing, spreadsheet, and presentation package.
- O. The vendor must provide assurances regarding the storage and confidentiality of the City's data that resides on its servers.
- a. All data must be located within the United States of America.
 - b. All data must be stored for 10 years.
- P. The vendor should have an easy back out plan (i.e. if we decide to change vendors in 6 years or half way through how would we migrate the data back?)
- Q. The hosted solution must support the capability to send emails at a future date and time, including the ability to "script" such delayed sends.
- R. Provide end-user training [e.g. "train the trainer", online and classroom training, etc.].
- S. The hosted solution must provide auditing capabilities (i.e. who looked at what email, who has access to whose emails (delegate), etc.).
- T. 2-factor authentication to protect passwords is desirable.
- U. The hosted solution must provide in writing its clearly stated SLA's.
- V. The SLA should also include security concerns and legal liability (i.e. data leaks, network boundaries, who from the vendors site has access and what controls are in place to prevent unauthorized access, what is the vendor liable for, etc.).
- W. It is desirable that the hosted solution provide digital rights management (i.e. cannot forward an email, cannot print an email, etc.).
- X. The hosted solution must integrate with ldap for those applications that require it.
- Y. The vendor must offer 7x24x365 service and support, including via email, phone or online.
- Z. The hosted solution must include Anti-spam, antivirus and malware filtering and protection. This should include support for incoming and outgoing messages. A Dashboard for viewing activity should be included for administrators.

5.0 FEES

The City, subject to the Provisions of the Agreement, shall pay to the Consultant, in consideration of the above services rendered in performance of the Agreement "Fees" based upon the standard rates set forth in the Agreement. Proposer shall base all fees proposed for services under the Agreement on an hourly basis by the type of services being provided by the Proposer. (See Section 6.I below)

6.0 STATEMENT OF QUALIFICATIONS

All Proposers must prepare a “**Statement of Qualifications**” that describes, in detail, the organization of the Proposer’s firm and pertinent experience of the nature described in this RFP. Each Proposer shall submit a listing of clients for which the Proposer provides comparable services of the nature contemplated in this RFP. The listing of comparable experience must be provided as part of the Proposal and the listing of comparable project experience must provide names, contact persons, addresses, and phone numbers of at least five (5) responsible references for verification of experience and qualifications. Proposers must specifically address the following in its Statement of Qualifications:

- A. A statement of corporate capabilities, including range of services offered, length of time in business, corporate structure, professional registration, licenses, professional affiliations, etc.
- B. Documentation of knowledge and capabilities in regard to Hosted Email, Communications and Collaboration Services. A Proposer shall have spent a minimum of five (5) of the last seven (7) years, providing services of a similar nature to those contemplated herein and must provide information demonstrating such experience..
- C. Examples of relevant and similar services provided by your firm within the last five (5) years. Indicate the experience and the level of involvement in similar projects of the staff who will be performing services under the Agreement.
- D. Resumes of managers, executives, and other key personnel, citing relevant experience of in activities of the nature described in this RFP. Identify proposed Project Manager. Identify office location.
- E. A list of the proposed staff to be utilized on the project, including the name, title, relationship to proposer (e.g. employee, subcontractor’s employee, leased employee, independent contractor, etc.), and short description of each person’s technical expertise and/ or experience.
- F. Location of the office from which the work will be conducted and managed.
- G. Proposer shall provide a narrative describing its approach to the Scope of Work given the RFP’s stated objective.
- H. Any additional information that may be relevant in assessing the qualifications, experience and ability of the Proposer.

7.0 RESPONSIBILITIES OF THE CONSULTANT

In the performance of any Agreement resulting from this RFP, the Consultant shall:

- A. Consultant warrants, represents, and agrees that the Consultant shall comply with all applicable rules and regulations including ordinances, resolutions, plans, operating directives, environmental plans or programs, by ITSA and the City, as they may be amended from time to time, in performing the work or services contemplated herein or the Provisions of the Agreement. Consultant warrants, represents, and agrees that the Consultant shall comply with all statutes, laws, ordinances, orders, judgments, decrees, permits, regulations, environmental plans and programs, environmental permits, directions, and requirements of the City and all federal, state, city, local and other governmental authorities, as may be amended from time to time, now or hereafter applicable, in performing the Provisions of the Agreement and/or the work or services contemplated herein.
- B. Carry out the services as described in Section 4.0, Scope of Work, as ordered, requested, and directed in writing by the Manager.
- C. Not subcontract, assign and /or otherwise transfer any of the services or work to be performed under the Agreement without the prior written consent of the City, and any failure to do so shall be deemed cause for termination of the Agreement. (See Section 23.0, "Assignment & Subcontracting").
- D. Be responsible for the employment and supervision of its own staff to carry out its obligations under the Agreement and be responsible for the performance and payment of professional services that it may hire subject to the provisions of the Agreement in addition to the Consultant's regularly employed staff. (Section 23.0, "Assignment and Subcontracting").
- E. Be responsible for the professional quality, technical accuracy, and coordination of information and materials utilized to implement the services provided under the Agreement. The Consultant shall, without any additional compensation, correct or revise any errors or deficiencies for which it is responsible in the course of providing its services under the Agreement as determined by the Manager.
- F. Treat all knowledge of the City's intentions, operations or procedures, and business as confidential and at no time divulge such information without the prior written consent of the Manager, unless otherwise required by a court order or subpoena. Consultant shall timely inform the City of any such order or subpoena prior to releasing said confidential information.
- G. Provide personal attention to and prompt services for all assignments. The Consultant understands and agrees that the City does not waive any rights or bases for any cause of action by the virtue of its review, approval, acceptance, or payment of any services provided by the Consultant under the Agreement.

- H. Throughout the term of the Agreement, the Consultant shall maintain all licenses, certifications, and credentials necessary to perform the services contemplated herein by the rules and regulations of the City of St. Louis as they may be amended from time to time.

8.0 TERM

The work of the Consultant under the terms of the Agreement shall begin on the Commencement Date specified below and shall terminate at the end of the fiscal year of the 6th year of the contract. The Agreement shall be expressly subject to the City's Charter and ordinances, and shall not become effective or binding on the City until fully executed by all signatories of the City and delivered by the City to the Consultant.

Commence Date: March 1, 2012

Expiration Date: June 30, 2018

9.0 DUE DATE OF PROPOSAL

Written Proposals will be received up until the hour of **2:00 P.M. Local Time, Friday, December 9, 2011**. All Proposals shall be addressed and delivered to:

**Robbyn G. Wahby
Acting Appointing Authority
ITSA
City of St. Louis
City Hall, Room 214
St. Louis, MO 63103**

Seven (7) copies of the Proposal (an original and six (6) copies) must be submitted. Proposals received after the due date and time, or not delivered to the designated point, will not be considered. The Proposal must be presented in a sealed envelope addressed to the "Appointing Authority" at the address provided above, with the words "**HOSTED EMAIL, COMMUNICATIONS AND COLLABORATION SERVICES**" plainly written across the left end face of the envelope. The name and address of the Proposer must also appear on the face of the envelope.

10.0 RIGHTS

- A. The City reserves the right to reject any Proposal which, in the City's sole and absolute opinion, the Proposer does not have the qualifications or the necessary experience, the financial capacity or the ability to perform the Scope of Work, or any non-responsive Proposal or any Proposal submitted without the required information. In addition, any Proposal not in compliance with the procedural requirements for submitting a Proposal shall be rejected. The City reserves the right to reject any or all Proposals in whole or in part with or without cause; to

negotiate for the modification of any Proposal; to advertise for new Proposals; to waive minor irregularities and formalities; or to proceed to have the services performed otherwise. The City also reserves the right to establish a “cure” period, in the event that a Proposer(s) has not submitted the required information, for the purpose of obtaining complete Proposals and/or curing other defects in the Proposal. The City, in addition to the previously stipulated reservation, reserves the right to disqualify any Proposer and reject any Proposal submitted that is not, in the City’s sole and absolute discretion competent to perform the work and services contemplated in this RFP. The submission of a Proposal by any Proposer **shall not** in any way commit the City to enter into a contract with that Proposer or any other Proposer. This list of the City’s rights is not all-inclusive.

- B. More than one proposal from a Proposer under the same or different names will not be considered. Proposals will be rejected if there is reason to believe collusion exists among Proposers and no participant in such collusion will be considered in future bids for providing these Hosted Email, Communication and Collaboration Services. The City reserves the right in its sole and absolute discretion to reject any proposal from any Proposer that is in arrears; or is currently in default to the City upon any debt or contract; or that is a defaulter as surety or otherwise, upon any obligation to the City or has failed in the City’s sole determination and discretion to perform properly, adequately, and/or faithfully any previous contract within the last three (3) years with the City. The City reserves the right in its sole and absolute discretion to reject any Proposal from any Proposer that is currently involved in litigation with the City regarding any previous contract obligation.

11.0 PROPERTY OF THE CITY

The Proposal shall become the property of the City upon receipt by the City. The City shall have the right to use or dispose of each Proposal in any way selected by the City without payment or liability of any kind whatsoever.

12.0 QUESTIONS

- A. If the Proposer finds a discrepancy in, or omission from this document or any of its attachments, has any doubts as to their true meaning, or requires any additional information to prepare the Proposal, he/she shall notify Robbyn Wahby, Acting Appointing Authority, Information Technology Services Agency, City Hall, Room 214, St. Louis, MO 63103 **in writing prior to 5 p.m. November 25, 2011.** The City will not be responsible for any oral instructions given with regard to the completion and submission of any Proposal. Any interpretation of this RFP or any of its attachments will be made by duly issued addendum. The City will not be responsible for any other explanations or interpretations of this RFP or any of its attachments.

- B. The Proposer shall carefully examine the entire contents of this RFP including any attachments, addenda and the premises of the Airport, and shall judge for itself all circumstances and conditions affecting its Proposal.
- C. All information or data in the RFP and any subsequent addenda, while believed to be reliable, are to be used by the Proposer at its sole risk, and the City, its officers, employees, and agents do not accept any responsibility or liability in any fashion for its use by the Proposer in structuring a Proposal in response to this RFP.

13.0 NOT A CONTRACT

This RFP is not to be construed as a contract or a commitment of any kind by the City; nor does it commit the City to pay for any costs incurred by a Proposer in the submission of a Proposal or for any costs incurred prior to the execution of a formal contract with the City. The submission of a Proposal in response to this RFP does not impose any legal obligation upon the City or the Proposer submitting the Proposal, nor does it create any contract or quasi contractual relationship between them.

14.0 SELECTION OF CONSULTANT

- A. The selection of the Consultant will be made by a five (5) member committee (the “**Selection Committee**”) comprised of two members from the ITSA, one member appointed by the Mayor of the City, one member from the Comptroller’s Office and one member from the Office of the President of the Board of Aldermen. The Selection Committee in its sole judgment and in the best interest of the City and the Airport will select the responsive Proposer best qualified to perform the services described herein (See Section 15 entitled “Award of a Contract”). The Proposer may contact only the Airport Properties Division Manager for any questions. If the Proposer contacts any member of the Selection Committee, such contact may render the process invalid or eliminate the Proposer from the selection process. It is anticipated that the Selection Committee’s selection of the Consultant can be made within (30) thirty days after the receipt of the Proposals.
- B. A time will then be established by the City for finalizing the scope of work and the negotiation and drafting of the terms of the Agreement, including without limitation, the fee structure with the selected Proposer. If a successful Proposer refuses or neglects to timely execute an Agreement with the City or fails to timely furnish the required proof of insurance, bonds, affidavits, or other required documents as requested by the City, the City may in its sole and absolute discretion, then award the Agreement to the next responsive Proposer best qualified to perform the services, as determined by the Selection Committee, if selected, who shall be subject to the same procedures and timetables as provided

herein. If the second best Proposer also fails or refuses to fully execute the agreement or fails to timely furnish the requested proof of insurance, bonds, affidavits, or other documents requested by the City, the next best Proposer, if selected, will be subject to the foregoing provisions and so on as determined by the Selection Committee. Factors to be considered in the selection of the Consultant, shall include but not necessarily be limited to:

1. Responsiveness to Request for Proposal;
2. Firm's Qualifications, Experience & Capability to Perform the Scope of Work; as outlined in the Statement of Qualifications and Responsibilities of the Consultant (See Sections 6 & 7 of the RFP); and
3. MBE/ WBE participation;
4. Fee Structure

15.0 AWARD OF CONTRACT

- A. The Agreement, if awarded, shall be awarded by the City to the responsive and qualified Proposer who, in the City's sole and absolute judgment, best meets the requirements as specified in the RFP. Responsiveness, experience, and qualifications will be determined from the information furnished by the Proposer in the submitted Proposal, in interview sessions, if held, as well as from other sources determined by the City. After award of the Agreement, the Proposer selected will meet with the Airport Staff to finalize terms and fees for the work described in Section 4.0, "Scope of Work" of this RFP.
- B. The City intends to enter into an Agreement with a successful Proposer beginning on the Commencement Date and ending three (3) years from that date. The award of the Agreement to a successful Proposer under this RFP as well as the provisions and terms of the Agreement to be awarded must be approved by the City's Airport Commission and its Board of Estimate and Apportionment.

16.0 MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE MBE/WBE) PARTICIPATION

- A. Definitions:

As used in this requirement, "Minority Business Enterprise" or "MBE" and "Women Business Enterprise" or "WBE" are defined as follows:

1. **"Minority Business Enterprise" or "MBE"** means a small business concern as defined in Small Business Act, 15 U.S.C., as amended that is

51 percent owned by a minority or, in the case of a corporation, at least 51 percent of the stock or which is owned by one or more individuals who are minorities; and whose management and daily business operations are controlled by one or more individuals who are Asian American, Black American, Hispanic American or Native American; and located in the Metropolitan St. Louis Area.

2. **"Women Business Enterprise" or "WBE"** means a small business concern as defined in the Small Business Act, 15 U.S.C., as amended that is 51 percent owned by a woman or, in the case of a corporation, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more individuals who are women; and located in the Metropolitan St. Louis Area.

B. Policy:

It is the policy of the City to ensure the maximum utilization of minority and women's business enterprises in contracting and the provision of goods and services to the City, its departments, agencies and authorized representative and to all entities receiving City funds or City administered government funds while at the same time maintaining the quality of goods and services provided to the City and its subrecipients through the competitive bidding process. The provisions of this Policy shall apply to all contracts awarded by the City, its departments and agencies and to all recipients of City funds or City administered government funds and shall be liberally construed for the accomplishments of its policies and purposes.

C. Goal:

A goal of 25 % MBE and 5 % WBE utilization has been established in connection with the Agreement. This goal is based on the original Agreement amount and remains in effect throughout the term of the Agreement. If an award of the Agreement is made and the MBE/WBE participation is less than the Agreement goal, the Consultant shall continue good faith efforts throughout the term of the Agreement to increase MBE/WBE participation and to meet the Agreement goal. **Please note: Consultants which have been certified as either an MBE or WBE are still required to fill both goals. In addition, Consultants which have been certified as an MBE and a WBE can only be used to fulfill either the MBE goal or the WBE goal, not both goals.**

D. Obligation:

1. The Consultant agrees to take all reasonable steps to ensure that MBEs/WBEs have maximum opportunity to participate in contracts and subcontracts financed by the City of St. Louis provided under the

Agreement. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the award or in the performance of contracts financed by the City.

2. A current Directory of M/W/DBE certified firms is available online at <http://www.mwdbbe.org> under the Business Profile Directory link. A paper copy of the Directory may be requested at the Airport DBE Program Office , Lambert – St. Louis International Airport®, P.O. Box 10212, St. Louis, Missouri 63145 or by calling (314) 426-8111.

E. Eligibility:

Consultant should contact the City of St. Louis DBE Program Office (at the Airport Authority) to obtain a list of eligible MBEs/WBEs and to determine the eligibility of the MBE/WBE firms it intends to utilize in the Agreement.

F. Counting MBE/WBE Participation Toward Goals:

MBE/WBE participation towards the attainment of the goal will be credited on the basis of the total subcontract prices agreed to between the Consultant and subconsultants for the contract items being sublet as reflected on the MBE/WBE Utilization Plan. ***Firms must be certified prior to the submittal of proposals in order to be used to fulfill the participation goals.***

G. Post Award Compliance:

If the contract is awarded on less than full MBE/WBE goal participation, such award will not relieve the Consultant of the responsibility to continue good faith efforts to maximize participation of MBEs/WBEs during the term of the Agreement.

H. Substitution of MBE/WBE Firms After Award:

1. The Consultant shall conform to the scheduled amount of MBE/WBE participation. When a listed MBE/WBE is unwilling or unable to perform the items of work or supply the goods or services specified in the MBE/WBE Utilization Plan, the Consultant shall immediately notify the City of St. Louis Airport Authority DBE office prior to replacement of the firm.

2. Substitutions of MBE/WBE must be approved in writing by the Director. (See Section 24) Substitutions of MBE/WBE will be allowed only when the MBE/WBE has failed to perform due to a default (material breach) of its subcontract or agreement. Consultant understands, warrants, and agrees that it shall not cancel or terminate its agreement with the MBE/WBE without cause and shall timely forward supporting documentation substantiating the cause of the default or termination to the Director for review.

I. Good Faith Efforts:

When the M/WBE goals cannot be met, the Proposer shall document and submit justification utilizing the Consultant's Good Faith Efforts Report form and provide a statement as to why the goals could not be met. The quality and intensity of the Proposer's good faith efforts will be evaluated by the City. The Proposer must demonstrate the good faith efforts taken to meet the M/WBE goals, including but not limited to the following:

1. Efforts made to select portions of the work proposed to be performed by M/WBEs in order to increase the likelihood of achieving the stated goal, including, where appropriate, but not limited to, breaking down contracts into economically feasible units to facilitate M/WBE participation. Selection of portions of work are required to at least equal the goal for M/WBE utilization specified in the contract.
2. Written notification at least (14) calendar days prior to the opening of proposals, soliciting individual M/WBEs interested in participation in the contract as a subconsultant, regular dealer, manufacturer, consultant, or service agency and for what specific items or type of work.
3. Written notification to disadvantaged economic development assistance agencies and organizations which provide assistance in recruitment and placement of M/WBEs, of the type of work, supplies, or services being considered for M/WBEs on this contract.
4. Efforts made to negotiate with M/WBEs for specific items of work including evidence on:
 - a. The names, addresses, telephone numbers of M/WBEs who were contacted, the dates of initial contact and whether initial solicitations of interest were followed up by contacting the M/WBEs to determine with certainty whether the M/WBE is interested. Personal or phone contacts are expected.

- b. A description of the information provided the M/WBEs regarding the plans and specifications and estimated quantities for portions of the work to be performed.
 - c. A statement of why additional agreements with M/WBEs were not reached, and
 - d. Documentation of each M/WBE contacted but rejected and the reasons for the rejection.
- 5. Absence of any agreements between the Proposer and the M/WBE in which M/WBE promises not to provide subcontracting quotations to other proposers.
- 6. Efforts made to assist the M/WBEs that need assistance in obtaining bonding, insurance, or lines of credit required by the Consultant.
- 7. Documentation that qualified M/WBEs are not available, or not interested.
- 8. Attendance at any meeting scheduled by the user department, or the SLDC to encourage better consultant-subconsultant relationships, forthcoming M/WBE utilization opportunities (i.e. pre-bid, workshops, seminars), etc.
- 9. Advertisement, in general circulation media, trade association publications, disadvantaged-focused media, of interest in utilizing M/WBEs and area of interest.
- 10. Efforts to effectively use the services of available disadvantaged community organizations; disadvantaged contractor's groups; local, state and federal disadvantaged business assistance offices; and other organizations that provide assistance in recruitment and placement of M/WBEs.
- 11. Examples of actions not acceptable as reasons for failure to meet the M/WBE goal.
 - a. M/WBE unable to provide performance and/or payment bonds.
 - b. Rejection of reasonable bid based on price.
 - c. M/WBE would not agree to perform items of work at the unit bid price.
 - d. Union versus nonunion status.
 - e. Consultant normally would perform all or most of the work of the contract.

- f. Solicitation by mail only.
 - g. Restricting to only those general group of items which may be listed in proposal under such headings "Items Subcontractible to M/WBE firms".
- 12. The demonstration of good faith efforts by the Proposer must, in the end, prove the Proposer had actively and aggressively sought out M/WBEs to participate in the project.
 - 13. The information provided will be evaluated to determine if the Proposer is responsive. All the information provided must be accurate and complete in every detail. The apparent successful proposer's attainment of the M/WBE goal or demonstration of good faith effort will assist in determining the award of the contract.

J. Award Procedure and Documentation:

The Proposer is required to submit with its Proposal the following information to demonstrate the Proposer's intended participation by MBEs or to demonstrate that good faith efforts have been made to attain the MBE/WBE goal. The information to be furnished shall consist of:

- 1. The names and addresses of the MBE/WBE firms to be used on contract.
- 2. A list of items of work to be performed by the MBE/WBE.
- 3. The dollar value of the work to be performed or goods and services provided by the MBE/WBE or the Consultant's Good Faith Efforts Report and a statement as to why the goal could not be met.

K. Record Keeping Requirements:

The Consultant shall keep such records (copies of subcontracts, paid invoices, documentation of correspondence) as are necessary for the City to determine compliance with the MBE/WBE contract obligations. The City reserves the right to investigate, monitor and/or review actions, statements, and documents submitted by any consultant, subconsultant, contractor, or MBE/WBE.

L. Reporting Requirement:

The Consultant shall submit quarterly reports on MBE/WBE involvement to the City of St. Louis DBE Office (at the Airport Authority). Actual payments to

MBEs/WBEs will be verified. These reports will be required until all MBE/WBE subcontracting activity is complete or the MBE/WBE goal has been achieved.

M. Applicability Of Provisions To MBE/WBE Consultants:

These provisions are applicable to all consultants including MBE/WBE consultants. If the MBE/WBE Consultant intends to sublet any portion of the Agreement, the MBE/WBE Consultant shall comply with provisions regarding consultant and subconsultant relationships.

17.0 AFFIRMATIVE ACTION/NON-DISCRIMINATION

- A. The Consultant agrees that in performing any services resulting from this RFP neither it nor anyone under its control will permit discrimination against any business, employee or applicant for employment because of race, creed, color, religion, national ancestry or origin, sex, age, or disability.
- B. Contractor shall comply with all applicable nondiscriminatory requirements that may be imposed pursuant to the Federal Aviation Act of 1958, as amended; Title VI of the Civil Rights Act of 1964, as amended; 49 C.F.R. Parts 21, 23, and 26, as said regulations may be amended; and state and local laws.

18.0 REQUIRED SUBMITTALS

In order for a Proposer to be considered responsive, the Proposer must provide all of the required submittals listed in this section. It is requested that the required submittals or information be submitted in the format and order provided in this section. If forms have been provided, please utilize them to provide the requested information. All Proposers shall submit the following evidence that they are fully competent to perform the services contemplated under this RFP and that they currently possess the necessary facilities, experience, licenses, organization, and financial capabilities to fulfill or satisfy the conditions and obligations of the Agreement resulting from this RFP. **Each** Proposer must include a narrative or complete appropriate forms addressing the following:

- A) Statement of Qualifications as provided for in Section 6.0, "Statement of Qualifications."
- B) Resumes for the key managers or executives who will be responsible for the Proposer's performance. (See Section 6.B).
- C) A list of five (5) business references, including a contact person's name and complete address and telephone number for each reference. The five (5) references requested in Section 6.0 entitled "Statement of Qualifications" shall be included as part of this business reference list.

- D) The Proposer's fiscal year-end Financial Statements for the last two (2) years. The required Financial Statements provided by the Proposer hereunder shall be confidential and will not be made available to anyone other than those members of the City involved in the evaluation of subject proposals unless otherwise required by law. (See Section 6.H).
- E) The Proposer must provide narrative describing the firm's approach to the Scope of Work given this RFP's stated objective.
- F) Completion of the Authorized Submission Form (**Attachment 1**).
- G) Proposer's plan for MBE/WBE Participation. (See Section 16.0, Minority and Women Business Enterprise MBE/WBE Participation for participation goals). Plan must include (1) the level of MBE/WBE participation the Proposer intends to achieve in the performance of a contract resulting from this RFP; (2) the type of work to be performed by the MBE and WBE participants; and (3) the names of the MBEs and WBEs the Proposer plans to utilize in the performance of a contract resulting from this RFP. The Utilization Plan (**Attachment 2**) must be submitted. Even if the Proposer is a certified DBE, MBE, or WBE, the Plan **MUST** be completed and submitted with the Proposal.
- H) Documentation of Proposer's efforts to maximize MBE/WBE participation. This information is required whether or not the Proposer indicates intent to achieve contract goals. The Good Faith Efforts Report (**Attachment 3**) must be submitted.
- I) Completion of all four pages of the City's Civil Rights Enforcement Agency (CREA) forms (**Attachment 4**) is required. All pages must be completed by the Proposer and included with the Proposal.
- J) Certificate(s) of Insurance or statement from insurance company (See Section 21.0, "**Proof of Insurance**").
- K) Authorization from Surety firm of intent to provide a Performance Bond and Payment Bond in the amount of \$5,000.00 each (See Section 22.0, "**Performance and Payment Bond**" and **Attachment 5**, entitled "**Proposal To Bond Form**"). A completed Proposal to Bond Form or a Proposal to Bond on Surety Company stationery must be provided with the Proposer's Proposal.
- L) Living Wage Acknowledgement and Declaration (See Section 24.0, "**Living Wage**" & **Attachment 6**)
- M) Missouri Unauthorized Aliens Law Acknowledgement and Declaration (See Section 25.0, "**Missouri Unauthorized Aliens Law**")

N. Fee Structure (See Sections 5.0 & 6.I).

*Please note that all Proposers **MUST** submit all of the above mentioned items with their Proposal.*

19.0 BUSINESS LICENSE

The Consultant, and all proposed sub consultants prior to the execution of the Agreement, shall have a business license with the City of St. Louis, which is valid. In addition, if applicable, the Consultant and any sub consultants must have the proper license to do business in Missouri issued by the Secretary of State, which is valid at the time of the Agreement's execution.

20.0 MINIMUM PREVAILING WAGE & FRINGE BENEFITS

The Consultant shall pay to employees and subconsultant's employees not less than the prevailing hourly rate of wages and fringe benefits as determined by the United States Secretary of Labor, or his/her authorized representative, in accordance with prevailing rates in the locality of the Metropolitan St. Louis area pursuant to 41 U.S.C. 351 et seq., as amended except for any person engaged in an executive, administrative or professional capacity. This section is subject to and shall be in accordance with City Ordinance No 62124.

21.0 PROOF OF INSURANCE

A. Proof of adequate insurance or the ability to obtain said insurance to protect and insure the City, its Board of Aldermen, officers, agents, and employees and the Proposer, **on an occurrence basis**, against all claims and demands by third persons for bodily injury (including wrongful death) and property damages arising or alleged to arise out of the activities of the Proposer, its officers, agents, employees, subconsultants and independent Consultants pursuant to the proposed contact under the following types of coverage:

1. Comprehensive General Liability
2. Comprehensive Automobile (all vehicles, including hired and non-owned autos); and

B. The minimum limit of coverage for the Comprehensive Liability Insurance, Comprehensive Automobile Insurance, and Medical Malpractice Liability Insurance shall equal a single limit of Two Million Dollars (\$2,000,000.00). A current Certificate(s) of said Insurance, proposal to insure, or statement from

Proposer's insurance company acknowledging that this requirement can be met must be submitted with the Proposal. Proposer shall also submit a current Certificate of Insurance or proposal to insure from the Proposer's insurance company for Workmen's Compensation and Employer's Liability. The Proposer acknowledges and agrees that the Agreement shall require the Consultant to name the City of St. Louis, its Board of Aldermen, officers, employees, and agents as an "Additional Insured" under the Consultant's Comprehensive General Liability and Comprehensive Automobile Insurance policy and to indemnify said City. The City's standard indemnification clause is set out below:

"The Consultant shall protect, defend, and hold St. Louis City, its Board of Aldermen, officers, agents and employees completely harmless from and against all liabilities, losses, suits, claims, judgments, and fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to the Agreement and/or the use or occupancy of the City's premises and/or the acts or omissions of Consultant's officers, agents, employees, representatives, consultants, subcontractors, licensees, invitees, or independent contractors regardless of where the injury, death, or damage may occur, unless and to the extent such injury, death or damage is caused by the negligence of the City. The Director or his/her designee shall give to Consultant reasonable notice of any such claims or actions. The Consultant shall also use counsel reasonably acceptable to the City Counselor of the City or her/his designee, after consultation with the Director or his/her designee, in carrying out its obligations hereunder. The provisions of this section shall survive the expiration or early termination of the Agreement."

22.0 PERFORMANCE BOND & PAYMENT BOND

- A. At or prior to the execution of the Agreement, the Consultant shall execute a Performance Bond and a Payment Bond each in the amount of Five Thousand Dollars (\$5,000.00) with surety satisfactory to the City conditioned on the full and faithful performance of all terms, covenants, and conditions of the Agreement. Affirmation by the Surety Company to execute said bonds must be executed by an Attorney-in-Fact for the surety company before a Notary Public licensed by the State of Missouri. The Payment and Performance Bonds shall comply with the coverage requirements and conditions of Section 107.170 RSMo. The City will allow submittal of a one year renewable bond to meet the requirements of this Section. The Contractor shall notify the City no later than thirty (30) days prior to the termination, cancellation, or non-extension of the Performance Bond and/or Payment Bond and if the Contractor's Performance Bond and/or Payment Bond is terminated, cancelled, not renewed or extended, the Contractor shall promptly provide the City with a replacement bond(s) in full compliance with this Section. Any sum or sums derived from said Performance and/or Payment

Bonds shall be used for the completion of the Agreement and the payment of laborers and material suppliers, as the case may be.

- B. A copy of the bonds, in a form acceptable to the City, shall be given to the Manager for review and approval before the Consultant performs any work under the Agreement.
- C. Proposer shall submit with its Proposal a completed "Proposal to Bond Form" executed by the Proposers Surety Company or a Proposal to Bond on the Surety Company's stationary (See Attachment 5, entitled, "Proposal to Bond Form").

23.0 ASSIGNMENT & SUBCONTRACTING

- A. Consultant shall not assign or transfer the Agreement without the prior written approval of the City, as provided for in Ordinance 63687 approved in 1996. At least 90 days prior to any contemplated assignment of the Agreement, Consultant shall submit a written request to the City. This request must include a copy of the proposed assignment agreement. The City reserves the right to refuse such request without cause or justification. No assignment shall be made or shall be effective unless Consultant shall not be in default on any of the terms, covenants, and conditions of the Agreement. The parties to the Agreement understand and agree that the Consultant is and shall remain responsible for the performance of its assigns under the Agreement. No assignment shall be effective as it pertains to the City until such time as the City receives a fully executed copy of the approved assignment agreement as provided for above.
- B. Consultant shall not subcontract and/or transfer any part of the services or work to be performed hereunder without the prior written approval of the Manager and such approval may be withheld by the City without cause or justification. At least 60 days prior to any contemplated subcontracting of service or work, or the transfer of any part of the services or work to be performed hereunder, Consultant shall submit a written request to the Manager. This request must include a copy of the proposed subcontract or agreement. At a minimum, any sub contract or other agreement must require strict compliance with the terms, covenants, and conditions of the Agreement. The parties understand and agree that the Consultant is responsible for the performance of its subconsultants or agents under the Agreement. No subcontract or any other agreement shall be effective as it pertains to the City until such time as the City receives a fully executed copy of the approved subcontract or agreement as provided for above.
- C. Any such assignment or transfer or subcontracting of services without the consent of the City, as provided for above, shall constitute default on the part of the Consultant under the Agreement. No action or failure to act on the part of any officer, agent, or employee of the City shall constitute a waiver by the City of this provision.

24.0. LIVING WAGE

- A. Living Wage Requirements: Proposers are hereby advised that the City's Living Wage Ordinance 65597 ("**Ordinance**") and associated "**Regulations**" apply to the service for which proposals are being sought herein. This Ordinance requires that, unless specific exemptions apply, all individuals who perform work pursuant to a contract executed between the successful Proposer and the City must be paid a minimum of the applicable Living Wage rates set forth in the attached Living Wage Bulletin (see **Exhibit A**), and, if the rates are adjusted during the term of the Agreement pursuant to the Ordinance, applicable rates after such adjustment is made. Each Proposer must submit the attached "Living Wage Acknowledgment and Acceptance Declaration" (see Attachment 6) with its Proposal. Failure to submit this declaration with the Proposal will result in rejection of the Proposal. A successful Proposer's failure to comply with contract provisions related to the Living Wage Ordinance may result in termination of the Agreement and the imposition of additional penalties as set forth in the Ordinance and Regulations.
- B. Living Wage Compliance Provisions: The Agreement to be awarded under the RFP is subject to the St. Louis Living Wage Ordinance Number 65597 ("**Ordinance**") and the "**Regulations**" associated therewith as may be amended from time to time, which are incorporated herein by this reference. The Ordinance and Regulations require the following compliance measures, and Consultant hereby warrants, represents, stipulates, and agrees to comply with these measures:
1. Minimum Compensation: Consultant hereby agrees to pay an initial hourly wage to each employee performing services related to the Agreement in an amount no less than the amount stated on the attached Living Wage Bulletin (See **Exhibit A**). The initial rate shall be adjusted each year no later than April 1, and Consultant hereby agrees to adjust the initial hourly rate to the adjusted rate specified in the Living Wage Bulletin at the time the Living Wage Bulletin is issued.
 2. Notification: Consultant shall provide the Living Wage Bulletin to all employees together with a "Notice of Coverage", in English, Spanish, and other languages spoken by a significant number of the Consultant's employees within thirty (30) days of contract execution for existing employees and within thirty (30) days of employment for new employees.
 3. Posting: Consultant shall post the Living Wage Bulletin, together with a "Notice of Coverage", in English, Spanish, and other languages spoken by a significant number of the Consultant's employees, in a prominent place in a communal area of each worksite covered by the Agreement.
 4. Subcontractors – Consultant hereby agrees to require Subcontractors, as

defined in the Regulations, to comply with the requirements of the Living Wage Regulations, and hereby agrees to be responsible for the compliance of such Subcontractors. Consultant shall include these Living Wage Compliance Provisions in any contract with such Subcontractors.

5. Term of Compliance – Consultant hereby agrees to comply with these Living Wage Compliance Provisions and with the Regulations for as long as work related to the Agreement is being performed by Consultant’s employees, and to submit the reports required by the Regulations for each calendar year or portion thereof during which such work is performed.
6. Reporting: Consultant shall provide the Annual Reports and attachments required by the Ordinance and Regulations.
7. Penalties: Consultant acknowledges and agrees that failure to comply with any provision of the Ordinance and/or Regulations may result in penalties specified in the Ordinance and/or Regulations, which penalties may include, without limitation, suspension or termination of the Agreement, forfeiture and/or repayment of City funds, disbarment, and/or the payment of liquidated damages, as provided in the Ordinance and Regulations.

25.0 MISSOURI UNAUTHORIZED ALIENS LAW

- A. Requirements: Proposers are hereby advised that the Agreement that will be executed with the successful Proposer pursuant to this RFP is subject to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended (the “**Missouri Unauthorized Aliens Law**”). As a condition for the award of the Agreement, the successful Proposer, shall, pursuant to the applicable provisions of the Missouri Unauthorized Aliens Law, **by sworn affidavit and provision of documentation**, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the Agreement. The successful Proposer shall also affirm in said affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the Agreement pursuant to the Missouri Unauthorized Aliens Law. A copy of an affidavit in a form acceptable to the City is attached hereto and incorporated herein as **Exhibit “C”** entitled “Affidavit”. Each Proposer must submit the attached “Missouri Unauthorized Aliens Law Acknowledgment & Acceptance Declaration” with its Proposal (see attached **Exhibit “B”**, incorporated herein). Failure to submit this declaration with your Proposal will result in rejection of the Proposal. A successful Proposer’s failure to comply with the provisions of the Agreement related to the Missouri Unauthorized Aliens Law may result in the termination of the Agreement by the City and/or other remedies available to the City at law or in equity. In addition, the State of Missouri may impose penalties for violation of the Missouri Unauthorized Aliens Law as set forth therein. The successful Proposer shall promptly and timely deliver a fully

executed original of the Affidavit (see Exhibit "C") including required documentation in accordance with the Missouri Unauthorized Aliens Law, within twenty (20) days after notice to the successful Proposer of the award and prior to performing any work under the Agreement.

- B. Information regarding the Missouri Unauthorized Aliens Law is available on the Missouri Attorney General's web site at <http://ago.mo.gov/faqs/unauthorized-alien-workers.htm>. Information regarding E-Verify can be found on U.S. Citizenship and Immigration Services' web site at <https://everify.uscis.gov/enroll/>.

IMPORTANT NOTE

Please review the enclosed bidder's/Proposer's checklist VERY carefully. ALL Proposers MUST SUBMIT EACH AND EVERY DOCUMENT LISTED ON THE CHECKLIST.

Note to certified DBEs, MBEs and WBEs: You MUST complete, sign and submit the Utilization Plan and Good Faith Effort Forms. Please include your company as one of the participants on the D/M/WBE Utilization Plan along with your chosen D/M/WBE subconsultants, if any.

A Good Faith Efforts report should be submitted by ALL Proposers, regardless of the level of participation on the Utilization Plan.

ONLY certified MBEs, WBEs, and DBEs (as noted in the document!!) may be counted towards participation goals! Read the related solicitation specification carefully!

ALL PROPOSERS MUST SUBMIT ALL DOCUMENTS WITH THEIR BIDS OR PROPOSALS!

- _____ Statement of Qualifications (See Section 6, & 18A)
- _____ Resumes of key managers (See Sections 6.D & 18.B)
- _____ List of References (See Sections 6 & 18.C)
- _____ Resumes (See Section 18.B)
- _____ Office Location (See Section 6.D)
- _____ Financial Statements (See Section 18.D)
- _____ Certificate of Insurance (See Sections 21 & 18.J)
- _____ Fee Structure (See Sections 5, & 18.N)
- _____ Narrative of Firm's Approach (See Section 18.E)
- _____ Authorized Submission Form (Attachment #1)
- _____ MBE/WBE Utilization Plan (Attachment #2)
- _____ MBE/WBE Good Faith Efforts Report (Attachment #3)
- _____ CREA Forms (Attachment #4)
- _____ Proposal to Bond Form or proposal to Bond on Bond Company stationery
(See Sections 18.K & 22) (Attachment #5)
- _____ Living Wage Acknowledgement Form (See Section 24) (Attachment #6)
- _____ MO Unauthorized Aliens Law Acknowledgement Form (See Section 25) (Exhibit B)

ATTACHMENT 1
AUTHORIZED SUBMISSION FORM

AUTHORIZED SUBMISSION FORM

The undersigned, in submitting this Proposal, represents that he/she is authorized to obligate his/her firm and that the firm is not currently in arrears or default to the City upon any debt or contract and is not a defaulter as surety or otherwise upon any obligation to the City, or has failed to perform faithfully any previous contract within the last three years with the City.

Submitted by:

(Firm Name)

By:

(Signature)

(Typed or Printed Name)

(Title)

(Date)

Address:

Telephone:

() _____

Federal ID Number

ATTACHMENT 2
M/WBE UTILIZATION PLAN

**ST. LOUIS AIRPORT AUTHORITY
MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE UTILIZATION PLAN**

CONTRACT NAME: _____

NAME OF CONSULTANT: _____

The Consultant shall utilize and require all subconsultants to utilize the maximum number of certified minority and women owned business enterprises (MBE/WBEs) possible and will purchase materials and supplies from minority and women owned business enterprises to the maximum extent feasible, and to this end, the Consultant will inform each subconsultant of this requirement.

The Consultant shall utilize the services and/or supplies to be provided by the following certified minority and women owned business enterprises in the execution of this contract.

NOTE: Firms must be certified prior to bid opening, in order to count towards the City's MBE/WBE goals.

FIRM NAME ADDRESS PHONE NUMBER CONTACT PERSON FEDERAL ID NO.	CERTIFYING AGENCY CERT. DATA CATEGORY CERTIFICATION NO.	BID ITEM(S) OF WORK TO BE PERFORMED/ MATERIALS SUPPLIED	BID AMOUNT
(a)	(b)	(c)	(d)

TOTAL DOLLAR AMOUNT OF CONTRACT: \$ _____
TOTAL DOLLAR AMOUNT OF MBE SUBCONTRACTS: \$ _____ PERCENT MBE: _____
TOTAL DOLLAR AMOUNT OF WBE SUBCONTRACTS: \$ _____ PERCENT WBE: _____

NOTE: The dollar amount of subcontracts for materials and supplies, under most circumstances, may only be counted at 20% of the total contract amount.

CONSULTANT AUTHORIZED SIGNATURE

DATE

ATTACHMENT 3
M/WBE GOOD FAITH EFFORTS FORMS

**ST. LOUIS AIRPORT AUTHORITY
MBE/WBE ENTERPRISE UTILIZATION
CONSULTANT'S GOOD FAITH EFFORTS REPORT**

CONTRACT NAME: _____

NAME OF CONSULTANT: _____

In addition to the minority and women owned business enterprises (MBE/WBEs) that are listed and proposed for utilization on this contract, the following MBE/WBEs were also contacted regarding this contract. However, the Consultant is unable to utilize these firms for the reason indicated below:

FIRM NAME ADDRESS, PHONE # CONTACT PERSON	BID ITEM(S) SUPPLIES, SERVICES, OR MATERIALS FOR WHICH A BID WAS REQUESTED	BID AMOUNTS	DATE & METHOD OF SOLICITATION	COMMENTS REASON REJECTED

CONSULTANT AUTHORIZED SIGNATURE _____ DATE _____

**MINORITY/WOMEN BUSINESS ENTERPRISE UTILIZATION
CONSULTANT'S GOOD FAITH EFFORTS REPORT (continued)**

Please indicate those efforts you made to maximize the participation of minority and women business enterprises (MBE/WBEs) on this contract.

	YES	NO
Attend the pre-bid conference held on this contract.		
Selected portions of work proposed to be performed by MBE/WBEs in order to increase the likelihood of meeting the stated goals.		
Solicited individual MBE/WBEs by written notification at least (14) calendar days prior to bid opening to participate in the contract as a subconsultant, supplier, manufacturer, consultant, or service agency for specific items or types of work.		
Notified, in writing, organizations which provide assistance in recruitment and placement of MBE/WBEs of the type of work, supplies, or services being considered on this contract.		
Made efforts to negotiate with MBE/WBEs for specific items of work.		
Made efforts to assist MBE/WBEs that requested assistance in obtaining bonding, insurance, or line of credit required to participate in the contract.		
Advertised in general circulation media, trade association publications, and MBE/WBE focused media for MBE/WBEs to participate on this contract.		
Publication: _____ Date: _____ List the minority and women community organizations; Consultant's groups; local, state, and federal minority and women business assistance offices; and other organizations that provide assistance in recruitment of MBE/WBEs you contacted related to achieving maximum participation of MBE/WBEs on this contract. Please note the name of the person contacted and the date of contact. Organization: _____ Contact Person: _____ Date: _____ Organization: _____ Contact Person: _____ Date: _____		

GOOD FAITH EFFORTS DOCUMENTATION

A. Pre-Award Good Faith Efforts

A determination of "good faith efforts" becomes necessary before the award of the contract if the low bidder cannot meet the project M/WBE goals. Good faith efforts should be aggressive and sincere for the specific project and go far beyond the pro forma or simple paperwork exercises. Efforts should include written communication, personal contact, follow-up and earnest negotiations with M/WBEs. Good faith efforts must occur prior to bid opening. Documentation of a bidder's good faith efforts should minimally consist of the following:

1. A reasonable number of relevant M/WBEs were contacted.

In order to satisfy the requirement for a "reasonable" number of firms to contact, it is required that the prime Consultant contact M/WBE firms listed in the Directory as having an interest in performing the types of work for which bids are being sought. It is expected that all such firms be contacted. The necessity of contacting firms located considerable distances from the work site will depend on such factors as the size of the contract, number of work items, the nature of the work and whether results of previous contacts were satisfactory. Additionally, the contact should be made to allow sufficient time for the M/WBEs to respond in writing if they so desire.

2. The work selected by the bidder for allocation to M/WBEs was chosen in order to increase the likelihood of achieving the City's M/WBE goals.

Prime Consultants must attempt to match the work to be subcontracted to the types of work M/WBE firms are capable of performing. Prime Consultants must utilize the Directory for assistance in identifying categories of work for which M/WBE firms are readily available.

3. The bidder negotiated in good faith with the potential M/WBEs by not imposing any conditions which are not imposed on all other subconsultants or by denying benefits ordinarily conferred on subconsultants for the type of work in which bids are solicited.

A prime Consultant must not require M/WBE subconsultants to submit bids in a more restricted time frame than is afforded non-M/WBE subconsultants. Additionally, there must be no other "special" requirements or demands placed on an M/WBE firm that are not required of non-M/WBE firms.

4. Services of the City and its supportive services Consultants (MOKAN and CAP) were used by the bidders in the effort to reach the contract goal.

If a prime Consultant is experiencing difficulty in attaining the contract goal, the SLAA and the City's supportive services Consultant must be contacted. They are familiar with certified firms in their area and are aware of what types of work they usually perform. Prime Consultants must provide documentation of the fact that the SLAA and the City's supportive services Consultant were contacted. The documentation must include the name of the person(s) contacted, the date of contact and the response.

B. Reasons Often Cited For Failing To Meet The City's M/WBE Goals

1. Lack of response to solicitation—When M/WBE firms do not respond to solicitation, it is necessary to provide the City with appropriate documentation such as the names of firms contacted and whether or not follow-up contact was made.
2. Bid price too high—The City does not require a prime Consultant to accept an unreasonable bid. A prime Consultant may reject an M/WBE bid when it can be clearly demonstrated that no reasonable price can be obtained from an M/WBE firm. A determination of reasonable price is based on such factors as the City's estimate for the specific subcontract item(s), the prime Consultant's bid and the bids received from potential subconsultants. An M/WBE bid for a subcontract will be considered reasonable if their bid does not exceed by more than 10%, the average of the City's estimate, the prime Consultant's bid and other bids received. For the SLAA to be able to make this analysis, a tabulation or spread sheet of all bids received must be submitted. The SLAA may modify this process in certain situations.
3. The prime Consultant is not satisfied with the quality of work or the competency of an M/WBE firm—If a prime Consultant feels that a particular firm is unable to perform certain categories of work at an acceptable level, documentation must be supplied. Such documentation will be thoroughly reviewed before any consideration will be given to waive the goal.
4. The project contains too few items to subcontract—It is possible that a project has changed substantially since the time the goal was established by the City. If the prime Consultant feels that the project contains too few items which can be subcontracted, the prime Consultant must provide a rationale to support this position.

C. Evidence of M/WBEs contacted

The following information must be submitted in order to document initial and follow-up contact:

1. An Initial Bid Solicitation List indicating the names of the firms contacted, date of contact, type of work for which bids were solicited, method of contact, e. g. , letter (specify if regular, express or registered mail), telephone or face-to-face contact, whether or not a response was received and summary of the response. The solicitations shall contain at least the project identification, project location, types of work for which quotations are sought, the date, time and place for which quotations are due, location of plans and specifications, name and telephone number for a contact person with the bidder, etc.
2. Copies of all Contact Letters If the prime Consultant contacts M/WBE firms by letter, the letter must clearly encourage participation and specifically define the types of work for which bids are being sought.
3. A Follow-Up Telephone Log Follow-up telephone contact must accompany all types of initial contact. A telephone log must be submitted indicating the individual contacted, date of contact and response.

4. In addition to the required elements which must be shown by the bidder to demonstrate good faith efforts, the bidder may submit any other relevant information which supports the waiver request, including but not limited to the following:
 - a. The bidder attended the City's Pre-Bid Conference scheduled to inform M/WBEs of contracting and subcontracting opportunities.
 1. If a prime Consultant is experiencing difficulty in attaining the contract goal, the SLAA and the City's supportive services Consultant must be contacted. They are familiar with certified firms in their area and are aware of what types of work they usually perform. Prime Consultants must provide documentation of the fact that the SLAA and the City's supportive services Consultant were contacted. The documentation must include the name of the person(s) contacted, the date of contact and the response.
 - b. Notice of pre-bid meetings are published in general circulation media. These meetings can be very beneficial to the prime Consultant in meeting and finding firms to contact.
 - c. That the historical track record of the bidder discloses a meaningful effort on the part of the bidder to achieve the goal of the program on City contracts.
 1. If a prime Consultant has a history of consistently meeting the goals and seldom requesting waivers, this type of background may reflect favorably as to the prime Consultant's level of efforts to secure participation. However, efforts on the current contract must meet good faith requirements.

D. Post Award Good Faith Efforts

1. Post award "Good Faith" efforts can be defined as efforts taken by the prime Consultant to meet the M/WBE goal after the contract has been awarded. Once the Utilization Plan is approved by the SLAA, M/WBE firms cannot be changed or replaced by other M/WBE firms without:
 - a. Good cause (such as M/WBE firm being unable or unwilling to perform), and;
 - b. Prior approval by the SLAA and the Contracting Agency.
2. Even if quantities for pay items which are subcontracted to M/WBE firms are decreased or completely deleted by the City, it is still the prime Consultant's responsibility to meet the M/WBE goal. The prime Consultant should try to subcontract other work to M/WBE firms to meet the M/WBE goal. All efforts to secure additional M/WBE participation should be documented. On the date the Consultant becomes aware that the M/WBE goal may not be met, the amount of contract work left at that point must be carefully reviewed to determine available work which may be subcontracted to M/WBE firms.

3. Efforts to secure additional M/WBE participation must include the following:
- a. Contact the SLAA for assistance.
 - b. Contact the City's supportive services Consultant for assistance.
 - c. Keep a list of firms contacted, date of contact, type of work for which bids were solicited, method of contact (letter, telephone, face-to-face) and responses. If M/WBE firms were not utilized, an explanation and suitable documentation must be provided.
 - d. A follow-up telephone log which indicates the firms, date contacted and response received.
 - e. Submit additional M/WBE participation and/or documented efforts to the Contracting Agency, Managing Department and the SLAA for approval to proceed.
 - f. Please refer to the Pre-Award section on the good faith efforts for more details and explanation regarding good faith efforts.
 - g. Since every situation is considered unique, depending on the pertinent facts, each request is evaluated on its own merits.
 - h. Simply submitting the documentation in the format specified and following the necessary steps for demonstrating Good Faith Efforts does not guarantee that a waiver will be approved. The SLAA must be convinced that the Consultant exercised diligence in seeking firms for subcontracting in order to meet the contract goal.
 - i. No changes to a Consultant's approved M/WBE Utilization Plan may be made without prior approval from the SLAA, the Managing Department and the Contracting Agency.

ATTACHMENT 4

CREA FORMS

CITY OF ST. LOUIS

CIVIL RIGHTS ENFORCEMENT AGENCY

906 OLIVE, SUITE 1100 * THE FRISCO BUILDING * ST. LOUIS, MISSOURI 63101 * (314) 622-3301

CONSULTANT'S COMPLIANCE REPORT

I. FIRM DESCRIPTION

Firm Name _____
And _____
Address _____
Phone No. _____
Chief Executive Officer _____
Title _____
Letting No. _____ FOR _____

II. POLICIES AND PRACTICES

A. Is it this company's policy to recruit, hire, train, upgrade, promote, and discipline persons
Without regards to race, sex, color, age, religion, or national origin?

B. To whom has responsibility been assigned to develop procedures which will assure that
this policy is understood and carried out by managerial, administrative, and supervisory personnel?
Name _____ Position _____

C. Has this company notified all recruitment sources that all qualified applicants will be considered
for employment without regard to race, sex, color, age, religion, or national origin?

D. When advertising is used does it specify that all qualified applicants will be considered for
employment without regard to race, sex, color, age, religion, or national origin?

E. Does this company have bargaining agreements with employee organizations?

F. If yes, have such organizations been notified of the company's responsibility to comply with the
non-discrimination clause as it applies to apprentices and all other employees?

G. Has the company notified all of its subconsultants of their obligation to comply with the
non-discrimination clauses?

H. Identity of Employee Organizations

International Union _____

Describe any other actions taken which show that all employees are recruited, hired, trained, and promoted
without regard to their race, sex, color, age, religion, or national origin?

Evaluation (Leave Blank)

[] Compliance _____

[] Non-Compliance _____

[] Suggested Follow Up: _____

[] Referral: _____

YES	NO

Local Number

CITY OF ST. LOUIS

CIVIL RIGHTS ENFORCEMENT AGENCY

906 OLIVE, SUITE 1100 * THE FRISCO BUILDING * ST. LOUIS, MISSOURI 63101 * (314) 622-3301

**COMPLIANCE EVALUATION FORM
FOR
GENERAL AND SUB-CONSULTANTS**

Firm Name _____

Address _____ Zip Code _____ Phone _____

Name and Title of Person completing this form:

Contract No: _____ For: _____

1. Identify employee organizations which will be utilized in performance of captioned contract. If labor organization, give name of International Union and Local Number:

INTERNATIONAL UNION

LOCAL NUMBER

2. Estimated number of persons to be used in performing this contract. Breakdown by labor of craft category (refer to Question #1 above) and minority group designation:

LABOR CATEGORY

TOTAL

**MINORITY
(Black, Asian, Native, Hispanic)**

Compliance Evaluation Form for General and Sub Consultants

3. Indicate date work will commence on contract, anticipated duration of project, and estimated completion date.

4. Person a representative should contact when conducting a job site survey:

5. List total number of employees hired in the last six (6) months by job category and minority group status.

JOB CATEGORY	TOTAL	MINORITY	NUMBER OF THESE MINORITY
		(Black, Asian, Native, Hispanic)	HIRES RETAINED

Date:

Company Representative

OCCUPATIONS	MALE EMPLOYEES					FEMALE EMPLOYEES					TOTAL	
	MINORITY GROUPS		MINORITY GROUPS			MINORITY GROUPS		MINORITY GROUPS			TOTAL	
	TOTAL	BLACK	ASIAN AMERICAN	NATIVE AMERICAN	HISPANIC	TOTAL	BLACK	ASIAN AMERICAN	NATIVE AMERICAN	HISPANIC	ALL	EMPLOYEES
Officials & Managers												
Professionals												
Technicians												
Sales Workers												
Office & Clerical												
Craftsmen (skilled)												
Operatives (semi-skilled)												
Laborers (unskilled)												
Service Workers												
TOTAL												
Total Employment from previous report (if any)												
Figures for the following classification shall be included in appropriate category above:	shall also be included in appropriate category above:											
APPRENTICES												
Registered												
Unregistered												
TRAINEES												
ON THE White Collar												

ATTACHMENT #5
PROPOSAL TO BOND FORM

PROPOSAL TO BOND FORM

The authorized representative of [Surety Company Name & Address]:

licensed in Missouri, as Surety, does hereby state that he/she understands the obligation of the Proposer under the proposal presented above and further understands and agrees to perform as surety for the Proposer as required by Section 22.0, PERFORMANCE AND PAYMENT BOND, in the event that the proposal of _____, the Proposer, is accepted by the City of St. Louis, Missouri.

Signature _____

Title _____

Date _____

PLEASE NOTE: The Proposal to Bond Form must be completed and Executed by the Proposer's Surety Company and submitted with the Proposer's proposal package, unless a Proposal To Bond on the Proposer's Surety Company letterhead as provided instead.

ATTACHMENT #6
LIVING WAGE ACKNOWLEDGEMENT & ACCEPTANCE FORM

**ST. LOUIS LIVING WAGE ORDINANCE
LIVING WAGE ACKNOWLEDGEMENT & ACCEPTANCE DECLARATION**

Contracting Agency: St. Louis ITSA

Agency Contract No.: NA

Bidder's Name: _____

Date Prepared: _____

Prepared By: _____

Preparer's Phone No.: _____

Preparer's Address and Zip Code: _____

As the authorized representative of the above-referenced Bidder or Proponent, I hereby acknowledge that the Bidder/Proponent understands that the contract or agreement that will be executed with a successful Bidder/ Proponent pursuant to this solicitation is subject to the St. Louis Living Wage Ordinance and the Regulations associated therewith. The Bidder/Proponent hereby agrees to comply with the Ordinance and the associated Regulations if awarded a contract pursuant to this solicitation. I am authorized to make the above representations on behalf of the Bidder or Proponent.

AUTHORIZED REPRESENTATIVE CERTIFICATION:

Signature

Name (Printed): _____

Title: _____

Date: _____

EXHIBIT A

LIVING WAGE ADJUSTMENT BULLETIN

ST. LOUIS LIVING WAGE ORDINANCE

LIVING WAGE ADJUSTMENT BULLETIN

**NOTICE OF ST. LOUIS LIVING WAGE RATES
EFFECTIVE APRIL 1, 2011**

In accordance with Ordinance No. 65597, the St. Louis Living Wage Ordinance ("Ordinance") and the Regulations associated therewith, the City Compliance Official for the City of St. Louis has determined that the following living wage rates are now in effect for employees of covered contracts:

- 1) Where health benefits as defined in the Ordinance are provided to the employee, the living wage rate is **\$11.58** per hour (130% of the federal poverty level income guideline for a family of three); and
- 2) Where health benefits as defined in the Ordinance are not provided to the employee, the living wage rate is **\$15.08** per hour (130% of the federal poverty level income guideline for a family of three, plus fringe benefit rates as defined in the Ordinance).
- 3) Wages required under Chapter 6.20 of the Revised Code of the City of St. Louis: **\$3.50** per hour.

These rates are based upon federal poverty level income guidelines as defined in the Ordinance and these rates are effective as of **April 1, 2011**. These rates will be further adjusted periodically when the federal poverty level income guideline is adjusted by the U.S. Department of Health and Human Services or pursuant to Chapter 6.20 of the Revised Code of the City of St. Louis.

The Ordinance applies to employers who are covered by the Ordinance as defined in the Ordinance, where the contract or grant is entered into or renewed after the effective date of the Ordinance, which is November 3, 2002. A copy of the Ordinance may be viewed online at <http://www.mwdbe.org/livingwage> or obtained from:

City Compliance Official
Lambert-St. Louis International Airport
Certification and Compliance Office
P.O. Box 10212
St. Louis, Mo 63145
C314) 426-8111

Dated: January 31, 2011

EXHIBIT “B”

**MISSOURI UNAUTHORIZED ALIENS LAW
ACKNOWLEDGMENT & ACCEPTANCE DECLARATION**

**MISSOURI UNAUTHORIZED ALIENS LAW
ACKNOWLEDGMENT & ACCEPTANCE DECLARATION**

Contracting Agency: St. Louis ITSA

Agency Contract No.: _____

Proposer's Name: _____

Date Prepared: _____

Prepared By: _____

Preparer's Phone No.: _____

Preparer's Address and Zip Code: _____

As the authorized representative of the above-referenced Proposer, I hereby acknowledge that the Proposer understands that the contract or agreement that will be executed with a successful Proposer pursuant to this solicitation is subject to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended (the "Missouri Unauthorized Aliens Law"). If awarded a contract pursuant to this solicitation, the Proposer hereby agrees to comply with all applicable sections of the Missouri Unauthorized Aliens Law including, without limitation, Section 285.530(2) & (5) of RSMo. 2000, as amended. I am authorized to make the above representations on behalf of the Proposer.

AUTHORIZED REPRESENTATIVE CERTIFICATION:

Signature

Name (Printed): _____

Title: _____

Date: _____

EXHIBIT “C”

**AFFIDAVIT
(Missouri Unauthorized Aliens Law)**

STATE OF _____)
)SS.
COUNTY OF _____)

AFFIDAVIT

Before me, the undersigned Notary Public, personally appeared _____ (Name of Affiant) who, by me being duly sworn, deposed as follows:

My name is _____ (Name of Affiant), I am of sound mind, capable of making this Affidavit, and personally acquainted with the facts herein stated:

I am the _____ (Position/Title) of _____ (Consultant).

I have the legal authority to make the following assertions:

1. _____ (Consultant) is currently enrolled in and actively participates in a federal work authorization program with respect to the employees working in connection with _____ (the "Agreement"), as required pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended.
2. Pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended, _____ (Consultant) does not knowingly employ any person who is an unauthorized alien in connection with the Agreement.

Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this ____ day of _____, 20__.

Notary Public

My Commission Expires: